REMARKS

Claims 1-7 and 54-56 are Allowable

The Office has rejected claims 1-7 and 54-56, at paragraph 6 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over U.S. Pat. No. 6,362,836 ("Shaw"), in view of U.S. Pat. No. 7,213,005 ("Mourad"), and further in view of U.S. Pat. Pub. No. 2001/0034771 ("Hutsch"). Assignee respectfully traverses the rejections.

The cited portions of Shaw, Mourad and Hutsch fail to disclose or suggest the specific combination of claim 1. For example, the cited portions of Shaw, Mourad and Hutsch do not disclose a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

The Office Action admits, at p. 4, that Shaw fails to disclose or suggest a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

Mourad describes digital content distribution using web broadcasting services. *See* Mourad, Title. Mourad describes a content provider 101 and/or content hosting site 111 transmitting content to an end user device 109. *See* Mourad, Fig. 6. Mourad describes that content provider 101 may transmit a metadata secure container (SC) 620 to content hosting site 111. See Mourad, Fig. 6. Metadata SC 620 may include various information concerning the content to be transmitted to the end user device 109. See Mourad, col. 31-34. In Mourad, content "refers to information and data stored in a digital format including: pictures, movies, videos, music, programs, multimedia and games." Mourad, col. 9, lines 60-63. However, regardless of whether Mourad implies that multiple formats may be used, the cited portions of Mourad fail to disclose or suggest sending a data record that identifies a list of media formats that are compatible with a particular media device to a content provider via a network. Further, although clearinghouse 105 may send communication 610 to content provider 101 (Fig. 6),

communication 610 is a transaction report for auditing and tracking purposes, not a data record that identifies a list of media formats that are compatible with a particular media device. *See* Mourad, col. 27, ll. 46-49 & Fig. 6. Hence, the cited portions of Mourad fail to disclose or suggest a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

The Office Action, at page 5, asserts that Hutsch teaches "send[ing], to a content provider via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device." To support this assertion, the Office Action cites paragraph [0165] of Hutsch, which states:

> "In provider check operation 403, desktop servlet 322 uses presentation and logic service 323 to determine whether there are components available within service 323 to access universal content broker 113 for the type of information requested, e.g., for the MIME type of the information. For example, service 323 may access a user configuration file that was generated using configuration server 336 to determine whether components within service 323 have been instantiated for accessing universal content broker 113 for the type of information requested and for this user. If such components do not exist, in one embodiment, service 323 accesses a registry of factories to determine whether components can be instantiated for accessing the requested type of content, and if so uses the appropriate factory to instantiate the necessary components within service 323."

The Office Action asserts that the above cited portion of Hutsch teaches that "the broker checks if service may be accessed by user and whether components for service have been instantiated, and if not then the broker accesses a registry of factories to determine whether components can be instantiated for accessing the requested content; which teaches/makes obvious sending to the provider data identifying components needed for compatibility of media formats thereby suggesting modification of the prior art references...." Office Action, p. 5.

Assignee respectfully disagrees. Using the interpretation asserted in the Office Action, Hutsch appears to describe a servlet that uses a service ("presentation and logic service 323") to determine whether the service is able to access a broker ("universal content broker 113") for a particular type of information. When the service does not have components needed to access the broker, the service may access a registry of factories to determine whether components can be instantiated to access the requested type of content. If the components exist, the service uses the factory to instantiate the necessary components. Thus, the service, not the broker, uses the registry of factories. Also, the service "accesses a registry of factories". The service is not the broker and does not "send, to a content provider ...the second data record including the list of two or more media formats that are compatible with the at least one media device." Further, the "factories" are not disclosed to be content providers, and the registry of factories is accessed by the service. Thus, even assuming *arguendo* that the factories are content providers, the service does not send a list of media formats to the factories. The service uses the registry of factories to instantiate components needed to access the broker, which is unrelated to sending a list of media formats that are compatible with a media device to a content provider.

Hutsch describes that a "user device is not required to have software installed, or the hardware capability required to access the content via the particular protocol required. These details are delegated to the universal content provider." Hutsch, paragraph [00169]. In Hutsch, when a request is sent from a user device for content associated with a universal content broker, the service 323 (which is distinct from the content providers 331) obtains raw data of content 332, extracted from the raw data, and places the data in a template associated with the user device that issued the request. *See* Hutsch, paragraphs [0171] and [0175]. That is, the service adapts data to be compatible with the user device. When the content is not associated with the universal content broker, a device compatibility check operation 422 may be performed. *See* Hutsch, paragraphs [0175] and [0177]. The device compatibility check operation 422 may include the web server 320 (which is distinct from content providers 331) obtaining information to determine capabilities of the user device. *See* Hutsch, paragraph [0177]. The "information" is not described by Hutsch as a list of two or more media formats that are compatible with the at least one media device. Further, the web server is not a content provider. Finally, the "information" is not indicated to be obtained from a content broker. Thus, the cited portions of Hutsch fail to disclose or suggest a content broker configured to "send, to a content provider

[that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

For at least the reasons stated above, the cited portions of Shaw, Mourad and Hutsch, individually or in combination, fail to disclose or suggest at least one element of claim 1. Hence, claim 1 is allowable. Claims 2-7 and 54-56 depend from claim 1. Thus, claims 2-7 and 54-56 are allowable at least by virtue of depending from an allowable claim.

Claims 8, 59 and 60 are Allowable

The Office has rejected claims 8, 59 and 60, at paragraph 7 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over U.S. Pat. No. 7,203,966 ("Abburi") in view of Hutsch. Assignee respectfully traverses the rejections.

The cited portions of Abburi and Hutsch fail to disclose or suggest the specific combination of claim 1. For example, the cited portions of Abburi and Hutsch do not disclose or suggest "sending device profile information from the content broker system to the content provider system via the network, the device profile information specifying two or more media formats that are compatible with the subscriber media device," as in claim 8.

The Office Action admits, at p. 13, that Abburi fails to disclose or suggest sending device profile information from the content broker system to the content provider system via the network.

As explained above, Hutsch describes a servlet that uses a service ("presentation and logic service 323") to determine whether the service is able to access a broker ("universal content broker 113") for a particular type of information. When the service does not have components needed to access the broker, the service may access a registry of factories to determine whether components can be instantiated to access the requested type of content. If the components exist, the service uses the factory to instantiate the necessary components. Hutsch also describes that a "user device is not required to have software installed, or the hardware capability required to access the content via the particular protocol required. These details are delegated to the universal content provider." Hutsch, paragraph [00169]. In Hutsch, the service

(which is distinct from the content providers 331) adapts data to be compatible with the user device. A device compatibility check operation 422 may be performed in which the web server 320 (which is distinct from content providers 331) obtains information to determine capabilities of the user device. *See* Hutsch, paragraph [0177]. The "information" is not described by Hutsch as a list of two or more media formats that are compatible with the at least one media device. Further, the web server is not a content provider. Finally, the "information" is not indicated to be obtained from a content broker.

Thus, the cited portions of Hutsch fail to disclose or suggest "sending device profile information from the content broker system to the content provider system via the network, the device profile information specifying two or more media formats that are compatible with the subscriber media device," as in claim 8.

Accordingly, the cited portions of Abburi and Hutsch, individually or in combination, fail to disclose or suggest at least one element of claim 8. Hence, claim 8 is allowable. Claims 59 and 60 depend from claim 8. Thus, claims 59 and 60 are allowable at least by virtue of depending from an allowable claim.

Claim 9 is Allowable

The Office has rejected claim 9, at paragraph 8 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over Abburi in view of Hutsch and further in view of U.S. Pat. No. 7,054,416 ("Meyerson"). Assignee respectfully traverses the rejections.

Claim 9 depends from claim 8. As explained above, the cited portions of Abburi and Hutsch fail to disclose or suggest at least one element of claim 8. The cited portions of Meyerson fail to disclose or suggest the elements of claim 8 that are not disclosed or suggested by the cited portions of Abburi and Hutsch. For example, the cited portions of Meyerson fail to disclose or suggest "sending device profile information from the content broker system to the content provider system via the network, the device profile information specifying two or more media formats that are compatible with the subscriber media device," as in claim 8.

Meyerson describes a communication system where a session control server 230 determines protocols for sending multimedia content messages and control messages to each

local communication device 20 over a network 22. Communications between the session control server 230 and each local communication device 20 utilize tagged messages, where each tag identifies the content of the message to the recipient local communication device 20. *See* Meyerson, col. 8, ll. 65—col. 9, ll. 5. The tagged messages do not include device profile information specifying two or more media formats that are compatible with the subscriber media device. Therefore, the cited portions of Meyerson fail to disclose or suggest "sending device profile information from the content broker system to the content provider system via the network, the device profile information specifying two or more media formats that are compatible with the subscriber media device," as in claim 8.

Accordingly, the cited portions of Abburi, Hutsch and Meyerson, individually or in combination, fail to disclose or suggest at least one element of claim 8, from which claim 9 depends. Thus, claim 9 is allowable at least by virtue of depending from an allowable claim.

Claim 10 is Allowable

The Office has rejected claim 10, at paragraph 9 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over Abburi in view of Hutsch and further in view of U.S. Pat. No. 6,822,663 ("Wang"). Assignee respectfully traverses the rejections.

Claim 10 depends from claim 8. As explained above, the cited portions of Abburi and Hutsch fail to disclose or suggest at least one element of claim 8. The cited portions of Wang fail to disclose or suggest the elements of claim 8 that are not disclosed or suggested by the cited portions of Abburi and Hutsch. For example, the cited portions of Wang fail to disclose or suggest "sending device profile information from the content broker system to the content provider system via the network, the device profile information specifying two or more media formats that are compatible with the subscriber media device," as in claim 8.

In the rejection of claim 16 at p. 18 of the Office Action, the Office admits that Wang fails to teach "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber." Thus, Wang fails to disclose or suggest "sending device profile information from the content broker system to the content provider system via the

network, the device profile information specifying two or more media formats that are compatible with the subscriber media device," as in claim 8.

Accordingly, the cited portions of Abburi, Hutsch and Wang, individually or in combination, fail to disclose or suggest at least one element of claim 8, from which claim 10 depends. Thus, claim 10 is allowable at least by virtue of depending from an allowable claim.

Claims 16-18, 22-24 and 62 are Allowable

The Office has rejected claims 16-18, 22-24 and 62, at paragraph 10 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over Wang in view of Hutsch and Mourad and further in view of U.S. Pat. No. 6,832,259 ("Hymel"). Assignee respectfully traverses the rejections.

The cited portions of Wang, Hutsch, Mourad and Hymel fail to disclose or suggest the specific combination of claim 16. For example, the cited portions of Wang, Hutsch, Mourad and Hymel do not disclose a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

The Office Action admits, at p. 18, that Wang fails to teach sending "a device profile to the remote content provider via a network, wherein the device profile include information identifying a plurality of media formats that are useable by the subscriber media device of the subscriber."

As explained above, Hutsch describes a servlet that uses a service ("presentation and logic service 323") to determine whether the service is able to access a broker ("universal content broker 113") for a particular type of information. When the service does not have components needed to access the broker, the service may access a registry of factories to determine whether components can be instantiated to access the requested type of content. If the components exist, the service uses the factory to instantiate the necessary components. Hutsch also describes that a "user device is not required to have software installed, or the hardware capability required to access the content via the particular protocol required. These details are

delegated to the universal content provider." Hutsch, paragraph [00169]. In Hutsch, the service (which is distinct from the content providers 331) adapts data to be compatible with the user device. A device compatibility check operation 422 may be performed in which the web server 320 (which is distinct from content providers 331) obtains information to determine capabilities of the user device. *See* Hutsch, paragraph [0177]. The "information" is not described by Hutsch as a list of two or more media formats that are compatible with the at least one media device. Further, the web server is not a content provider. Finally, the "information" is not indicated to be obtained from a content broker. Thus, the cited portions of Hutsch fail to disclose or suggest a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Mourad describes digital content distribution using web broadcasting services. *See* Mourad, Title. Mourad describes a content provider 101 and/or content hosting site 111 transmitting content to an end user device 109. *See* Mourad, Fig. 6. Mourad describes that content provider 101 may transmit a metadata secure container (SC) 620 to content hosting site 111. *See* Mourad, Fig. 6. Metadata SC 620 may include various information concerning the content to be transmitted to the end user device 109. *See* Mourad, col. 31-34. In Mourad, content "refers to information and data stored in a digital format including: pictures, movies, videos, music, programs, multimedia and games." Mourad, col. 9, lines 60-63. However, regardless of whether Mourad implies that multiple formats may be used, the cited portions of Mourad fail to disclose or suggest sending a data record that identifies a list of media formats that are compatible with a particular media device to a content provider via a network. Further, although clearinghouse 105 may send communication 610 to content provider 101 (Fig. 6), communication 610 is a transaction report for auditing and tracking purposes, not a data record that identifies a list of media formats that are compatible with a particular media device. *See* Mourad, col. 27, ll. 46-49 & Fig. 6. Hence, the cited portions of Mourad fail to disclose or suggest a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Hymel describes a service provider network that includes a memory of storing subscriber information of a subscriber device, a data engine for receiving a generic data request from the subscriber device, formatting the request into a compatible format, transmitting the request, and receiving data in response to the request, and an intelligent proxy server for receiving the data from the data engine, manipulating or filtering the data as a function of the subscriber information to thin the content of the data, and outputting the filtered data to the subscriber device. Hymel, Abstract. That is, Hymel describes a service provider that formats content requests and filters data. The cited portions of Hymel fail to disclose or suggest a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Accordingly, the cited portions of Wang, Hutsch, Mourad and Hymel, individually or in combination, fail to disclose or suggest at least one element of claim 16. Hence, claim 16 is allowable. Claims 17, 18, 22-24, and 62 depend from claim 16. Thus, claims 17, 18, 22-24, and 62 are allowable at least by virtue of depending from an allowable claim.

Claim 50 is Allowable

The Office has rejected claim 50, at paragraph 11 of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over Wang, Hutsch, Mourad and Hymel in view of U.S. Pat. No. 7,028,340 ("Kamada") and further in view of U.S. Pat. No. 7,461,142 ("Wadekar"). Assignee respectfully traverses the rejections.

Claim 50 depends from claim 16. As explained above, the cited portions of Wang, Hutsch, Mourad and Hymel fail to disclose or suggest at least one element of claim 16. The cited portions of Kamada and Wadekar fail to disclose or suggest the elements of claim 16 that are not disclosed or suggested by the cited portions of Wang, Hutsch, Mourad and Hymel. For example, the cited portions of Kamada and Wadekar fail to disclose or suggest a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Kamada describes "[a]n apparatus that controls access to contents. The apparatus includes a magneto optic (MO) device, an MPEG2 decoder, and MO media as physical elements. Information for identifying these physical elements (identifying information) is allocated to each of these physical elements. License information, indicating whether access to the contents is to be allowed or not, is recorded on a MO media." Kamada, Abstract. The cited portions of Kamada fail to disclose or suggest a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Wadekar describes a method and apparatus for address management in a network device. The cited portions of Wadekar fail to disclose or suggest a content broker process server to "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Hence, the cited portions of Wang, Hutsch, Mourad, Hymel, Kamada and Wadekar, individually or in combination, fail to disclose or suggest at least one element of claim 16, from which claim 50 depends. Thus, claim 50 is allowable at least by virtue of depending from an allowable claim.

Claims 51 and 61 are Allowable

The Office has rejected claim 50 and claim 61, at paragraphs 12 and 15, respectively, of the Office Action, under 35 U.S.C. §103(a), as being unpatentable over Wang, Hutsch, Mourad and Hymel in view of Abburi. Assignee respectfully traverses the rejections.

Claims 51 and 61 depends from claim 16. As explained above, the cited portions of Wang, Hutsch, Mourad and Hymel fail to disclose or suggest at least one element of claim 16. The cited portions of Abburi fail to disclose or suggest the elements of claim 16 that are not disclosed or suggested by the cited portions of Wang, Hutsch, Mourad and Hymel. The Office Action admits, at p. 13, that Abburi fails to disclose or suggest sending device profile information from the content broker system to the content provider system via the network. Thus, the cited portions of Abburi fail to disclose or suggest a content broker process server to

"send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber," as in claim 16.

Hence, the cited portions of Wang, Hutsch, Mourad, Hymel, and Abburi, individually or in combination, fail to disclose or suggest at least one element of claim 16, from which claims 51 and 61 depend. Thus, claims 51 and 61 are allowable at least by virtue of depending from an allowable claim.

Claim 57 is Allowable

The Office has rejected claim 57, at paragraph 13 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Shaw, Hutsch, Mourad and Wang. Assignee respectfully traverses the rejection.

Claim 57 depends from claim 1. As explained above, the cited portions of Shaw, Hutsch and Mourad fail to disclose or suggest at least one element of claim 1. The cited portions of Wang do not disclose or suggest the elements of claim 1 not disclosed or suggested by the cited portions of Shaw, Hutsch and Mourad. For example, the cited portions of Wang fail to disclose or suggest a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

In the rejection of claim 16 at p. 18 of the Office Action, the Office admits that Wang fails to teach "send a device profile to the remote content provider via a network, wherein the device profile includes information identifying a plurality of media formats that are useable by a subscriber media device of the subscriber." Thus, Wang fails to disclose or suggest a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

Accordingly, the cited portions of Shaw, Hutsch, Mourad and Wang, individually or in combination, fail to disclose or suggest at least one element of claim 1, from which claims 57 depends. Thus, claim 57 is allowable at least by virtue of depending from an allowable claim.

Claim 58 is Allowable

The Office has rejected claim 58, at paragraph 14 of the Office Action, under 35 U.S.C. § 103(a), as being unpatentable over Shaw, Hutsch, Mourad and Abburi. Assignee respectfully traverses the rejection.

Claim 58 depends from claim 1. As explained above, the cited portions of Shaw, Hutsch and Mourad fail to disclose or suggest at least one element of claim 1. The cited portions of Abburi do not disclose or suggest the elements of claim 1 not disclosed or suggested by the cited portions of Shaw, Hutsch and Mourad. For example, the cited portions of Abburi fail to disclose or suggest a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

In the rejection of claim 8 at p. 13 of the Office Action, the Office admits that Abburi fails to teach sending device profile information from the content broker system to the content provider system via the network. The device profile information of claim 8 "specifies two or more media formats that are compatible with the subscriber device." Thus, the cited portions of Abburi fail to disclose or suggest a content broker configured to "send, to a content provider [that is distinct from the content broker system and is distinct from the at least one media device] via a network, the second data record identifying the list of two or more media formats that are compatible with the at least one media device," as in claim 1.

Accordingly, the cited portions of Shaw, Hutsch, Mourad and Abburi, individually or in combination, fail to disclose or suggest at least one element of claim 1, from which claims 58 depends. Thus, claim 58 is allowable at least by virtue of depending from an allowable claim.

CONCLUSION

Assignee has pointed out specific features of the claims not disclosed, suggested, or rendered obvious by the cited portions of the references applied in the Office Action. Accordingly, Assignee respectfully requests reconsideration and withdrawal of each of the objections and rejections, as well as an indication of the allowability of each of the pending claims.

Any changes to the claims in this response, which have not been specifically noted to overcome a rejection based upon the cited references, should be considered to have been made for a purpose unrelated to patentability, and no estoppel should be deemed to attach thereto.

The Examiner is invited to contact the undersigned attorney at the telephone number listed below if such a call would in any way facilitate allowance of this application.

The Commissioner is hereby authorized to charge any fees, which may be required, or credit any overpayment, to Deposit Account Number 50-2469.

Respectfully submitted,

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